


|   |                     |                         |                |               |
|---|---------------------|-------------------------|----------------|---------------|
| <b>SOLICITATION, OFFER, AND<br/>AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|   |                     | RFO                     | 03/09/2011     |               |

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

|                                      |                                     |                |
|--------------------------------------|-------------------------------------|----------------|
| 4. CONTRACT NO.<br>DTFANM-11-R-00079 | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|--------------------------------------|-------------------------------------|----------------|

|   |   |
|---|---|
| 7. ISSUED BY<br><b>DOT/FEDERAL AVIATION ADMINISTRATION<br/>ACQUISITION MANAGEMENT BRANCH ANM-52<br/>LELANIE RIVERA<br/>1601 LIND AVE SW<br/>RENTON,WA 98057</b> | 8. ADDRESS OFFER TO<br><b>SAME AS BLOCK 7</b> |
|---|---|

|   |                           |  |
|---|---------------------------|--|
| 9. FOR INFORMATION<br>CALL:  | A. NAME<br>LELANIE RIVERA | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>425-227-1003 |
|---|---------------------------|--|

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TRANSPORTATION, AND SUPERVISION NECESSARY TO REPLACE THE HOST AREA AIR HANDLER FOR THE DENVER AIR ROUTE TRAFFIC CONTROL CENTER (ARTCC),LONGMONT,CO AS INDICATED IN THE SPECIFICATIONS AND IN ACCORDANCE WITH ALL CONTRACT CLAUSES, WAGE RATES, SPECIFICATIONS AND DRAWINGS.

|   |                              |
|---|------------------------------|
| 11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>120</u> calendar days after receiving<br><input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. |                              |
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   | 12B. CALENDAR DAYS<br><br>14 |

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 (hour) local time 04/07/2011 (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

|  |               |   |
|--|---------------|---|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) |               | 15. TELEPHONE NO. (Include area code)                           |
|  |               | 16. REMITTANCE ADDRESS (Include only if different than Item 14) |
| CODE   | FACILITY CODE |   |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

Materials \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

|               |  |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. |  |  |  |  |  |  |  |  |  |  |
| DATE          |  |  |  |  |  |  |  |  |  |  |

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

|   |  |
|---|--|
| 22. AMOUNT  | 23. ACCOUNTING AND APPROPRIATION DATA      |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i> ➡ | 25. RESERVED.                              |
| 26. ADMINISTERED BY<br><br>See Block #7   | 27. PAYMENT WILL BE MADE BY<br><br>AMZ-110 |

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

|  |           |  |                    |
|--|-----------|--|--------------------|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. |           | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |                    |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)   |           | 31A. NAME OF CONTRACTING OFFICER (Type or print)   |                    |
| 30B. SIGNATURE   | 30C. DATE | 31B. UNITED STATES OF AMERICA<br>BY  | 31C. AWARD<br>DATE |

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the **Host Area Air Handler Replacement Project at the Denver Air Route Traffic Control Center (ARTCC)** in accordance with the specifications, drawings, contract clauses, and wage rates.

| <u>Contract<br/>Line Item</u> | <u>Description</u>                | <u>Price</u> |
|-------------------------------|-----------------------------------|--------------|
| 001                           | Host Area Air Handler Replacement | \$ _____     |
|                               | TOTAL                             | \$ _____     |

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES. IN ADDITION, DAVIS BACON WAGE RATES APPLY.**

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. The Government may award any combination of line items subject to the availability of funds. Should funds become available at a later date the Government may award those line items without further competition.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.*

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. TIERED EVALUATION:** A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Section M for details).

**MAGNITUDE OF CONSTRUCTION: \$150,000-\$250,000**

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.**

**PART I - SECTION C**  
**SCOPE OF WORK**

See attached.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

No clauses applicable to this section

**3.10.4-1 Contractor Inspection Requirements** (April 1996)  
**3.10.4-10 Inspection of Construction** (September 2009)

## PART I - SECTION F DELIVERIES OR PERFORMANCE

### 3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

|            |   |
|------------|---|
| 3.2.2.3-42 | <b>Differing Site Conditions</b> (July 2004)  |
| 3.2.2.3-43 | <b>Site Investigation and Conditions Affecting the Work</b> (July 2004)                               |
| 3.2.2.3-45 | <b>Material and Workmanship</b> (July 2004)   |
| 3.2.2.3-46 | <b>Supervising the Contract Work</b> (July 2004)  |
| 3.2.2.3-47 | <b>Permits and Responsibilities</b> (July 2004)   |
| 3.2.2.3-48 | <b>Other Contracts</b> (February 2009)  |
| 3.2.2.3-49 | <b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004) |
| 3.2.2.3-50 | <b>Property Protection</b> (February 2009)  |
| 3.2.2.3-51 | <b>Operations and Storage Areas</b> (July 2004)   |
| 3.2.2.3-52 | <b>Use and Possession Before the Project is Complete</b> (July 2004)                                  |
| 3.2.2.3-60 | <b>Specifications, Drawings, and Material Offers</b> (February 2009)                                  |
| 3.2.2.3-66 | <b>Contractor's Daily Log</b> (July 2004)   |
| 3.2.2.3-67 | <b>Special Precautions for Work at Operating Airports</b> (July 2004)                                 |
| 3.2.2.3-68 | <b>Safety and Health</b> (July 2004)  |

#### 3.2.2.3-41 **Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 25% of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

#### 3.2.2.3-71 **Starting, Performing and Completing Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract on the date receive the award/notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than **120 calendar days after official notice to proceed for construction**. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1** **Clauses and Provisions Incorporated by reference** (December 2005)

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**3.10.1-23** **Contracting Officer's Representative-Construction Contracts** (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 7 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

**G001. Correspondence:** Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the COTR.

DOT, FEDERAL AVIATION ADMINISTRATION  
 ACQUISITION MANAGEMENT GROUP – ANM-52  
 ATTN: LELANIE RIVERA  
 1601 LIND AVE S.W.  
 RENTON, WA. 98057-3356

**G002. Invoice Submission:** The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. Subcontract Acknowledgment:** Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed SF 1413, Statement and Acknowledgment form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract. The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.



## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

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|            |   |
|------------|---|
| 3.1.7-1    | <b>Exclusion from Future Agency Contracts</b> (August 1997)   |
| 3.1.7-2    | <b>Organizational Conflicts of Interest</b> (August 1997)   |
| 3.1.7-4    | <b>Organizational Conflict of Interest</b> (February 2009)  |
| 3.1.7-5    | <b>Disclosure of Conflicts of Interest</b> (February 2009)  |
| 3.2.2.3-33 | <b>Order of Precedence</b> (February 2009)  |
| 3.2.2.3-42 | <b>Differing Site Conditions</b> (July 2004)  |
| 3.2.2.3-43 | <b>Site Investigation and Conditions Affecting the Work</b> (July 2004)   |
| 3.2.2.3-45 | <b>Material and Workmanship</b> (July 2004)   |
| 3.2.2.3-46 | <b>Supervising the Contract Work</b> (July 2004)  |
| 3.2.2.3-47 | <b>Permits and Responsibilities</b> (July 2004)   |
| 3.2.2.3-48 | <b>Other Contracts</b> (February 2009)  |
| 3.2.2.3-49 | <b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)   |
| 3.2.2.3-50 | <b>Property Protection</b> (February 2009)  |
| 3.2.2.3-51 | <b>Operations and Storage Areas</b> (July 2004)   |
| 3.2.2.3-52 | <b>Use and Possession Before the Project is Complete</b> (July 2004)  |
| 3.2.2.3-53 | <b>Cleaning Up and Roadway Maintenance</b> (July 2004)  |
| 3.2.2.3-54 | <b>Preventing Accidents</b> (July 2004)   |
| 3.2.2.3-55 | <b>Availability and Use of Utility Services</b> (July 2004)   |
| 3.2.2.3-56 | <b>Schedules for Construction Contracts</b> (July 2004)   |
| 3.2.2.3-58 | <b>Layout of Work</b> (February 2009)   |
| 3.2.2.3-60 | <b>Specifications, Drawings, and Material Offers</b> (February 2009)  |
| 3.2.2.3-64 | <b>Dismantling and Demolishing of Property</b> (July 2004)  |
| 3.2.2.3-66 | <b>Contractor's Daily Log</b> (July 2004)   |
| 3.2.2.3-67 | <b>Special Precautions for Work at Operating Airports</b> (July 2004)   |
| 3.2.2.3-68 | <b>Safety and Health</b> (July 2004)  |
| 3.2.2.3-69 | <b>Subcontracts - Construction</b> (July 2004)  |
| 3.2.2.7-6  | <b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (February 2009) |
| 3.2.2.7-8  | <b>Disclosure of Team Arrangements</b> (April 2008)   |
| 3.2.5-1    | <b>Officials Not to Benefit</b> (April 1996)  |
| 3.2.5-3    | <b>Gratuities or Gifts</b> (January 1999)   |
| 3.2.5-4    | <b>Contingent Fees</b> (October 1996)   |
| 3.2.5-5    | <b>Anti-Kickback Procedures</b> (October 2010)  |
| 3.2.5-8    | <b>Whistleblower Protection for Contractor Employees</b> (April 1996)   |
| 3.3.1-2    | <b>Payments under Fixed-Price Construction Contracts</b> (April 1996)   |
| 3.3.1-9    | <b>Interest</b> (September 2009)  |
| 3.3.1-10   | <b>Availability of Funds</b> (April 1996)   |
| 3.3.1-15   | <b>Assignment of Claims</b> (April 1996)  |
| 3.3.1-17   | <b>Prompt Payment</b> (September 2009)  |
| 3.3.1-18   | <b>Prompt Payment for Fixed-Price Architect-Engineer Contracts</b> (September 2009)   |
| 3.3.1-19   | <b>Prompt Payment for Construction Contracts</b> (September 2009)   |
| 3.3.1-31   | <b>Progress Payments</b> (November 2000)  |

|                         |  |
|-------------------------|--|
| 3.3.1-34                | <b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (February 2009)   |
| 3.3.2-1                 | <b>FAA Cost Principles</b> (October 1996)  |
| 3.4.1-4                 | <b>Performance Bond Requirements</b> (October 2010)  |
| 3.4.1-5                 | <b>Payment Bond Requirements</b> (April 1996)  |
| 3.4.1-7                 | <b>Notice to Proceed</b> (April 1996)  |
| 3.4.1-10                | <b>Insurance - Work on a Government Installation</b> (July 1996)   |
| 3.4.1-12                | <b>Insurance</b> (July 1996)   |
| 3.4.1-13                | <b>Errors and Omissions</b> (July 1996)  |
| 3.6.1-1                 | <b>Notice of Total Small Business Set-Aside</b> (January 2010)   |
| 3.6.1-3                 | <b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns</b> (February 2009) |
| 3.6.1-7                 | <b>Limitations on Subcontracting</b> (July 2008)   |
| 3.6.1-12                | <b>Notice of Service-Disabled Veteran Owned Small Business Set-Aside</b> (January 2010)  |
| 3.6.2-1                 | <b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (October 2010)   |
| 3.6.2-2                 | <b>Convict Labor</b> (April 1996)  |
| 3.6.2-9                 | <b>Equal Opportunity</b> (August 1998)   |
| 3.6.2-12                | <b>Equal Opportunity for Veterans</b> (January 2011)   |
| 3.6.2-14                | <b>Employee Reports on Veterans</b> (January 2011)   |
| 3.6.2-16                | <b>Notice to the Government of Labor Disputes</b> (April 1996)   |
| 3.6.2-18                | <b>Davis Bacon Act</b> (October 2010)  |
| 3.6.2-19                | <b>Withholding-Labor Violations</b> (April 1996)   |
| 3.6.2-20                | <b>Payrolls and Basic Records</b> (October 2010)   |
| 3.6.2-21                | <b>Apprentices, Trainees, and Helpers</b> (October 2010)   |
| 3.6.2-23                | <b>Certification of Eligibility</b> (April 1996)   |
| 3.6.2-35                | <b>Prevention of Sexual Harassment</b> (August 1998)   |
| 3.6.2-39                | <b>Trafficking in Persons</b> (January 2008)   |
| 3.6.3-3                 | <b>Hazardous Material Identification and Material Safety Data</b> (April 2009)   |
| 3.6.3-13                | <b>Recycle Content and Environmentally Preferable Products</b> (April 2009)  |
| 3.6.3-14                | <b>Use Of Environmentally Preferable Products</b> (April 2009)   |
| 3.6.3-16                | <b>Drug Free Workplace</b> (February 2009)   |
| 3.6.3-17                | <b>Efficiency in Energy-Using Products</b> (April 2008)  |
| 3.6.3-19                | <b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b> (July 2010)                                     |
| 3.6.4-3                 | <b>Buy American Act - Construction Materials</b> (July 1996)   |
| 3.6.4-10                | <b>Restrictions on Certain Foreign Purchases</b> (January 2010)  |
| 3.7-1                   | <b>Privacy Act Notification</b> (October 1996)   |
| 3.7-2                   | <b>Privacy Act</b> (October 1996)  |
| 3.9.1-1                 | <b>Contract Disputes</b> (September 2009)  |
| 3.9.1-2                 | <b>Protest After Award</b> (August 1997)   |
| 3.10.1-7                | <b>Bankruptcy</b> (April 1996)   |
| 3.10.1-8                | <b>Suspension of Work</b> (August 1998)  |
| 3.10.1-12               | <b>Changes - Fixed-Price</b> (April 1996)  |
| 3.10.1-12 Alternate III | <b>Changes - Fixed-Price Alternate III</b> (April 1996)  |
| 3.10.1-15               | <b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b> (July 1996)   |
| 3.10.1-16               | <b>Changes and Changed Conditions</b> (April 1996)   |
| 3.10.1-25               | <b>Novation and Change-Of-Name Agreements</b> (October 2007)   |
| 3.10.2-1                | <b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)   |
| 3.10.6-6                | <b>Default (Fixed Price Construction)</b> (October 1996)   |
| 3.13-3                  | <b>Printing/Copying Double-sided on Recycled Paper</b> (July 2008)   |
| 3.13-5                  | <b>Seat Belt Use by Contractor Employees</b> (January 1999)  |
| 3.13-11                 | <b>Plain Language</b> (July 2006)  |
| 3.13-13                 | <b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)  |

**3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

**ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS**

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

### **3.2.2.3-37 Notification of Ownership Changes (July 2004)**

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ 4.5% \_\_\_\_\_  
 Goals for female participation: \_\_\_\_\_ 6.9% \_\_\_\_\_

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the

Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41**

### **Employment Eligibility Verification (September 2009)**

#### **(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.6.3-12**

#### **Asbestos - Free Construction (April 2009)**

- (a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.
- (b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.8.2-22**

#### **Substitution or Addition of Personnel (October 2006)**

- (1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.
- (2) Substitution of Personnel.
- (a) The Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract

award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer as soon as possible before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Attachment A.....Davis Bacon Wage Determination State of Colorado

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1** **Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- |                   |  |
|-------------------|--|
| <b>3.2.2.3-3</b>  | <b>Affiliated Offerors</b> (July 2004)   |
| <b>3.2.2.3-81</b> | <b>Prohibition Against Contracting with Inverted Domestic Corporations-Representation</b> (January 2010) |
| <b>3.2.5-7</b>    | <b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b> (October 2010)            |
| <b>3.6.3-4</b>    | <b>Recovered Material Certification</b> (April 2009)   |
| <b>3.6.3-18</b>   | <b>Biobased Product Certification</b> (July 2010)  |

**3.2.2.3-2** **Minimum Offer Acceptance Period** (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of   60   calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period:            calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.
- (End of provision)

**3.2.2.3-10** **Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ .  
(country)

(End of provision)

**3.2.2.3-15****Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70****Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7

### Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,

FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_ Duns No. \_\_\_\_\_
3. Telephone Number of \_\_\_\_\_
4. a. Name of Person Making \_\_\_\_\_  
 b. Telephone Number of Person \_\_\_\_\_  
 c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)  
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American  
☐ e. Other Minorit \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_  
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?  
☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
- 
7. Nature of Business (Specify all \_\_\_\_\_)
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole ☐ b. Partnership  
☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years: a.1. Year \_\_\_\_\_ b.1. Gross Receipts \_\_\_\_\_  
 a.2. Year \_\_\_\_\_ b.2. \_\_\_\_\_ a.3. Year \_\_\_\_\_ b.3. Gross Receipts \_\_\_\_\_
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING*** \_\_\_\_\_

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. A. Signature \_\_\_\_\_ b. DATE \_\_\_\_\_  
 c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1** **Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

|                   |  |
|-------------------|--|
| <b>3.2.2.3-1</b>  | <b>False Statements in Offers</b> (July 2004)  |
| <b>3.2.2.3-6</b>  | <b>Submittals in the English Language</b> (July 2004)  |
| <b>3.2.2.3-7</b>  | <b>Submittals in U.S. Currency</b> (July 2004)   |
| <b>3.2.2.3-11</b> | <b>Unnecessarily Elaborate Submittals</b> (July 2004)  |
| <b>3.2.2.3-12</b> | <b>Amendments to Screening Information Requests</b> (July 2004)                                      |
| <b>3.2.2.3-13</b> | <b>Submission of Information/Documentation/Offer</b> (July 2004)                                     |
| <b>3.2.2.3-14</b> | <b>Late Submissions, Modifications, and Withdrawals of Submittals</b> (July 2004)                    |
| <b>3.2.2.3-16</b> | <b>Restricting, Disclosing and Using Data</b> (July 2004)  |
| <b>3.2.2.3-17</b> | <b>Preparing Offers</b> (July 2004)  |
| <b>3.2.2.3-18</b> | <b>Prospective Offeror's Requests for Explanations</b> (February 2009)                               |
| <b>3.2.2.3-19</b> | <b>Contract Award</b> (July 2004)  |
| <b>3.2.2.3-72</b> | <b>Announcing Competing Offerors</b> (July 2004)   |
| <b>3.13-4</b>     | <b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number</b> (April 2006) |

**3.2.2.3-22** **Period for Acceptance of Offer** (July 2004)

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-63** **Site Visit (Construction)** (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(End of provision)

**3.2.4-1** **Type of Contract** (April 1996)

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3** **Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a

signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER**

### **1. Technical Proposal**

#### **Criteria #1. Past Experience/Performance**

Provide a list of projects within the past 5 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints
- h) Experience working at a Federal or State Government Facility that operates 24/7

#### **Criteria#2. Qualifications of Key Personnel**

Identify key personnel that will be assigned to this project.

- a) Identification of the Construction Management Team (Project manager, Quality Control person, Onsite superintendent)
- b) Resume information for all personnel identified above. Provide all pertinent data related to years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

**2. Business Proposal** NOTE: The business proposal shall be a physically separate document and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form
- f) SEDB 8(a) Congratulations letter from the Small Business Administration (If applicable)

**L002. Submission Date And Place: The due date for receipt of offers is APRIL 7<sup>TH</sup>, 2011, at 4:00 PM, pacific time.** Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH  
ATTN: LELANIE RIVERA, ANM-52  
1601 LIND AVENUE S.W.

RENTON, WA 98057

**L003. SOLICITATION QUESTIONS**

Should you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Lelanie Rivera 1601 Lind Avenue S.W., Renton WA 98057 or lelanie.rivera@faa.gov. Telephonic requests will not be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### 3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### **M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either "acceptable" or "unacceptable" on the basis of the following criteria:

#### **(A). Past Experience/Performance**

**STANDARD FOR REVIEW:** An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination; AND

Successful completion of a construction project for Federal or State Government, at least one in the last 5 years, complying with all Federal or State contracting requirements.

#### **(B). Key Personnel**

**STANDARD FOR REVIEW:** This standard is met when resumes and all applicable certifications and awards are submitted for the following:

- Project Manager- at least 5 years experience in this position, with at least one project of similar magnitude to this project and the Project Manager, AND
- Superintendent- at least 5 years experience in this position, with a least one project of similar magnitude to this project as the Superintendent; AND
- Quality Control Manger- at least 5 years experience in this position, with at least one project of a similar magnitude to this project at the Quality Control Manager.

**M002. TIERED EVALUATION OF PROPOSALS:** A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program (clause **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns**).
- b) Service-disabled veteran owned small businesses (SDVOSB) and responsible, competitive offers from the previous tier (clause **3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside**).
- c) Small businesses and responsible, competitive offers from previous tiers (clause **3.6.1-1 Notice of Total Small Business Set-Aside**).
- d) Other-than small businesses and responsible, competitive offers from previous tiers (there is no set-aside clause for this business type).

### **M003. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

## ATTACHMENT A: DAVIS BACON WAGE RATES

GENERAL DECISION: CO20100003 10/08/2010 CO3

Date: October 8, 2010

General Decision Number: CO20100003 10/08/2010

Superseded General Decision Number: CO20080003

State: Colorado

Construction Type: Building

Counties: Boulder and Broomfield Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 03/12/2010       |
| 1                   | 05/21/2010       |
| 2                   | 06/04/2010       |
| 3                   | 07/02/2010       |
| 4                   | 07/09/2010       |
| 5                   | 07/16/2010       |
| 6                   | 08/06/2010       |
| 7                   | 08/13/2010       |
| 8                   | 09/24/2010       |
| 9                   | 10/08/2010       |

ASBE0028-001 07/01/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 24.74 | 11.13   |

BRCO0007-001 01/01/2010

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 22.48 | 9.54    |

BRCO0007-005 05/01/2009

|                  | Rates    | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 25.65 | 8.83    |

CARP9901-003 05/01/2009

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## Carpenters:

|                            |          |      |
|----------------------------|----------|------|
| Form Building/Setting..... | \$ 26.60 | 8.89 |
|----------------------------|----------|------|

---

\* ELEC0068-004 06/01/2010

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

## ELECTRICIAN

|   |          |       |
|---|----------|-------|
| (Including Low Voltage<br>Wiring and Installation of<br>Fire Alarms and<br>Communications Systems)..... | \$ 31.60 | 12.32 |
|---|----------|-------|

---

ELEV0025-002 01/01/2010

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                           |          |       |
|---------------------------|----------|-------|
| Elevator Constructor..... | \$ 36.94 | 20.24 |
|---------------------------|----------|-------|

## FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

---

ENGI0009-003 05/01/2009

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

Power equipment operator -  
crane

|                        |          |      |
|------------------------|----------|------|
| 141 tons and over..... | \$ 24.88 | 9.22 |
| 50 tons and under..... | \$ 23.82 | 9.22 |
| 51 to 90 tons.....     | \$ 23.97 | 9.22 |
| 91 to 140 tons.....    | \$ 24.12 | 9.22 |

---

IRON0024-001 11/01/2009

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                             |          |      |
|-----------------------------|----------|------|
| IRONWORKER, STRUCTURAL..... | \$ 24.80 | 9.91 |
|-----------------------------|----------|------|

---

LABO0720-002 05/01/2009

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

## Laborers:

|                            |          |      |
|----------------------------|----------|------|
| Brick Tender/Finisher..... | \$ 16.52 | 6.84 |
|----------------------------|----------|------|

---

PAIN0079-001 08/01/2009

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

## Painters:

|                     |          |      |
|---------------------|----------|------|
| Brush & Roller..... | \$ 18.49 | 5.59 |
| Spray.....          | \$ 19.49 | 5.59 |

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PAIN0930-001 07/01/2009

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| GLAZIER.....            | \$ 27.95 | 7.10    |
| -----                   |          |         |
| PLAS0577-001 05/01/2010 |          |         |

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| Cement Mason/Concrete Finisher.... | \$ 24.60 | 10.10   |
| -----                              |          |         |
| PLUM0003-008 06/01/2010            |          |         |

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| PLUMBER<br>(Including HVAC work)..... | \$ 33.37 | 10.35   |
| -----                                 |          |         |
| PLUM0208-007 06/01/2010               |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| PIPEFITTER<br>(Excluding HVAC work)..... | \$ 33.30 | 10.52   |
| -----                                    |          |         |
| ROOF0058-001 05/01/2010                  |          |         |

|   | Rates    | Fringes |
|---|----------|---------|
| ROOFER, Including Built Up,<br>Composition and Single Ply<br>Roofs..... | \$ 20.83 | 5.43    |
| -----   |          |         |
| SHEE0009-001 07/01/2010   |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| Sheet metal worker<br>(Includes HVAC duct and<br>installation of HVAC<br>systems)..... | \$ 32.16 | 11.71   |
| -----  |          |         |
| SUCO2001-014 12/20/2001  |          |         |

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| CARPENTER<br>All Other Work..... | \$ 17.67 | 3.66    |
| -----                            |          |         |
| LABORER<br>Common.....           | \$ 11.02 | 2.90    |
| -----                            |          |         |

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION